

# Exhibit "B"

# LEECHTISHMAN

LEECH TISHMAN FUSCALDO & LAMPL

March 27, 2019

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**VIA FEDERAL EXPRESS/  
CERTIFIED MAIL – RRR and REGISTERED MAIL**

Kmart Corporation  
c/o Sears, Roebuck and Co.  
333 Beverly Road  
Hoffman Estates, IL 60179  
Attn: Vice President Real Estate  
Department 824RE

Kmart Corporation  
c/o Sears, Roebuck and Co.  
333 Beverly Road  
Hoffman Estates, IL 60179  
Attn: Vice President Law - Real Estate  
Department 766X

**Re: *Kmart Store #7062 Sumter, South Carolina***

To Whom It May Concern:

The undersigned provides this written notice on behalf of Libby Dial Enterprises, Inc. ("Libby"), successor in interest as landlord under that certain Lease, dated November 25, 1974, between David Baker and Lee J. Baker, as Landlord, and S.S. Kresge Company, as Tenant, as such lease has subsequently been amended from time to time (the "Lease"). As you know, Kmart Corporation is the successor in interest to S.S. Kresge as Tenant under the Lease. The Lease relates to a stand-alone retail Kmart store, Store No. 7062, located at 1143 Broad Street, Sumter, South Carolina (the "Leasehold").

On December 28, 2018, Kmart Corporation filed a *Notice of Intent to Conduct Store Closing Sales* (the "Notice of Intent") in its current bankruptcy proceeding pending in the United States Bankruptcy Court for the Southern District of New York. The Notice of Intent sets forth Kmart Corporation's (and its affiliated debtors) intent to close certain of their stores and to conduct liquidation sales at those locations. Libby was served with a copy of the Notice of Intent (dated December 28, 2018), which identified the Leasehold as one of the stores the Kmart Corporation intended to close.

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In potentially relevant part, Article 4 of the Lease provides as follows:

***Should the Tenant at any time elect to discontinue the operation of its store, the Tenant shall give to the Landlord notice in writing of its intention so to do and in such event the Landlord shall have one option, to be exercised by notice in writing given to the Tenant within ninety (90) days after the date of mailing of the Tenant's aforesaid notice to the Landlord, to cancel and terminate this lease.*** If the Landlord exercises its said option, this lease shall cancel and terminate on the last day of the month next following the end of said ninety (90) day period and the Tenant shall be released from any further liability under this lease.

Should the Landlord fail to exercise its said option and should the Tenant at any time thereafter discontinue the operation of its said store then and in such event, anything in this lease to the contrary notwithstanding, it is hereby mutually agreed that the rent which Tenant shall pay to the Landlord during the remainder of the term of this lease shall be the rent more particularly set forth in said Article 3, and the word "minimum" in said Article 3 shall be deemed deleted. Upon the discontinuance of the operation of said store, all of the covenants and provisions contained in the preceding paragraph of this article shall be of no further force and effect.

Lease at Article 4 (emphasis added).

As a result of the foregoing terms set forth in Article 4 of the Lease, and to the extent Kmart Corporation exercised a right under the Lease to discontinue the operation of its store and gave written notice to Libby (landlord) via the Notice of Intent, Libby hereby exercises its one option to give notice in writing to Kmart Corporation to cancel and terminate the Lease within ninety (90) days after the date of mailing of the Notice of Intent. To that end, the Lease shall cancel and terminate on April 30, 2019 under its terms and Kmart Corporation shall be released from any further liability under the Lease. Libby shall not interfere with Kmart Corporations continued going out of business sale at the Leasehold and shall standby for turnover of the keys of the facility pending the completion of such sales.

Please do not hesitate to contact me with any questions.

Very truly yours,

LEECH TISHMAN FUSCALDO & LAMPL, LLC



Patrick W. Carothers

PWC/dat

c: Robert Libby  
Gregory W. Hauswirth, Esq.